



JASON A. RYAN  
jryan@ryanwhaley.com  
405.228.2113

August 24, 2022

VIA ELECTRONIC MAIL

Kiran Phansalker  
Conner & Winters, LLP  
1700 One Leadership Square  
211 North Robinson  
Oklahoma City, OK 73102

Re: RX Medical, LLC, et al. v. Melton, et al.; Okla. County, OK Case No. CJ-2022-4032

Dear Kiran:

Please consider this a supplement to our correspondence from yesterday regarding Defendants' continued violation of the TRO entered in the above referenced matter. As alleged in Plaintiffs' Verified Petition at paragraphs 30 & 31, the Individual Defendants and the Corporate Defendants (with the exception of Stryker) have individually and collectively solicited the medical device manufacturers that Plaintiffs' have third-party contracts with. To date, Plaintiffs have received notice from two third-party manufacturers stating their intent to terminate their respective contracts with Plaintiffs. Centinel Spine sent notice of its intent to terminate on August 19, 2022 (attached). Zavation sent notice of its intent to terminate on August 22, 2022 (attached).

Paragraph 1 of the TRO directs the Individual Defendants to immediately cease and desist from soliciting companies who were established customers of Plaintiffs. Paragraphs 2 & 3 of the TRO directs the Individual Defendants and the Corporate Defendants to immediately cease and desist from assisting each other in the solicitation of such companies through the use of Plaintiffs' confidential data or trade secrets.

We request your assistance in immediately obtaining your clients' compliance with this Order by directing Defendants to immediately stop communicating with and soliciting Plaintiffs' established third-party product manufacturers.

Thank you for your cooperation and assistance in this important effort.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason A. Ryan'.

Jason A. Ryan  
FOR THE FIRM

Enclosures

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400 North Walnut Avenue  
Oklahoma City, OK 73104  
405.239.6040  
ryanwhaley.com

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August 19, 2022

ROK Sales, LLC  
409 East California Ave.  
Oklahoma City, OK 73104

Re: Centinel Spine Distributor Agreement

Dear Mike Williams:

We write regarding the Centinel Spine Distributor Agreement dated January 1, 2021, (the “Agreement”), by and between ROK Sales, LLC (“ROK Sales”), and Centinel Spine, LLC (“Centinel Spine”). Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement. Reference is made to Section 12.2(a) of the Agreement which provides that the Agreement may be terminated by either party upon 30 days written notice. This letter serves as notification of Centinel Spine’s intention to terminate the Agreement pursuant to Section 12.2(a). Except as expressly provided in Section 12.3(c), the Agreement shall be of no further force and effect as of 30 days from ROK Sales’s receipt of this letter. In accordance with Section 12.4, please return all Centinel Spine Consigned Products, samples, product literature and tangible evidence of Centinel Spine Information within 10 days of the date of termination.

Kindly acknowledge your receipt of this letter by executing the counterpart copy of this termination letter enclosed herewith and returning such copy to my attention on or before August 24, 2022.

Centinel Spine LLC

By: Jared Gorman  
Name: Jared Gorman  
Title: Area Vice President

ACKNOWLEDGED AND AGREED:

ROK Sales, LLC

By: \_\_\_\_\_  
Name: Mike Williams  
Title: Principal

August 22, 2022

VIA FEDERAL EXPRESS

Mr. Greg Oplotnik  
ROK Sales, LLC  
13401 Railway Avenue  
Oklahoma City, OK 73114

RE: Notice of Termination of Spine Distributor Agreement dated March 31, 2017 by and between Zavation LLC and ROK Medical Management, LLC, which was subsequently assigned to ROK Sales, LLC and amended from time to time (the "Agreement").

Dear Greg:

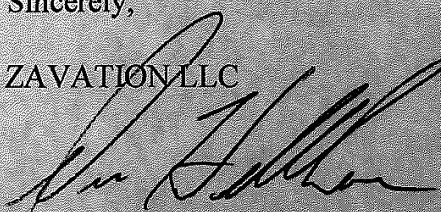
As we have discussed, Zavation, LLC hereby provides its 30-day advance written notice of termination of the Agreement as provided for in Section 8.2. Upon the running of the 30 days on September 21, 2022, the Agreement shall terminate.

We will soon send a new agreement to address the Kyphoplasty and SIBI business.

If you have any questions about this notice of termination or ROK Sales' post-termination obligations, please do not hesitate to reach out to me at your earliest convenience.

Sincerely,

ZAVATION LLC

  
Dee Hillhouse